



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Richard J. Bruckner
Director of Planning

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 21, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

32 January 21, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**LOS ANGELES COUNTY RENEWABLE ENERGY ORDINANCE
PROGRAM ENVIRONMENTAL IMPACT REPORT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Award a fifteen-month contract to Dudek (Contractor), in the sum not to exceed \$306,757 plus fifteen percent contingency (\$46,014) for unforeseen additional work to provide consulting services for the Los Angeles County Renewable Energy Ordinance (REO) Program Environmental Impact Report (EIR).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached fifteen-month contract with the Contractor, effective the day after the Board's approval, with up to three month-to-month renewal options at a contract sum not to exceed \$306,757 plus fifteen percent contingency (\$46,014) for unforeseen additional work.
2. Authorize the Director of Planning or designee to increase the contract award by an amount not to exceed 15 percent of the total contract sum for unforeseen additional work within the scope of this contract.
3. Authorize the Director of Planning or designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the maximum contract sum of \$306,757 plus fifteen percent contingency (\$46,014); and to suspend work if, in the opinion of the Director of Planning, it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Due to a proliferation of renewable energy projects in recent years, the County and specific communities have concerns with the potential environmental impacts of these projects and their cumulative impacts. Current County Code regulates all types of power generating facilities/uses including renewable energy and non-renewable projects under a single use “electric generating plant,” which indiscriminately requires a conditional use permit (CUP).

To facilitate responsible development of renewable energy in the Los Angeles County unincorporated areas in a manner that minimizes potential environmental impacts, the Department of Regional Planning (DRP) is proposing a REO amending Title 22 of the County Code relating to development of renewable energy to distinguish among and to regulate a set of renewable energy facilities that are most relevant to the County. This contract will allow DRP to move forward with preparation of the EIR in compliance with California Environmental Quality Act (CEQA) for the adoption of the REO.

Implementation of Strategic Plan Goals

This action is consistent with the Countywide Strategic Plan Goal No. 1 (Operational Effectiveness) – to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The recommended action will allow DRP to effectively regulate the development of renewable energy in the County while improving the respective entitlement process and related customer service.

FISCAL IMPACT/FINANCING

The contract sum is \$306,757 plus fifteen percent contingency (\$46,014), which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. Additional tasks are often prompted by external variables for planning projects of this nature; for example, additional technical analysis may be deemed necessary as a result of draft EIR circulation and public comments received at the Regional Planning Commission and the Board of Supervisors public hearings. The contingency will accommodate such additional tasks if needed.

Funding is included in DRP’s Fiscal Year 2013-2014 operating budget and is fully offset by California Energy Commission grant revenue; there is no net County cost impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract (Attachment) contains all of the most recent required provisions including, but not limited to, Non-Responsibility and Debarment, Child Support Compliance, GAIN/GROW, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for the Contractor’s employees.

This is a non-Prop A contract. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract.

Data regarding the proposers’ minority participation is on file with DRP. The Contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

DRP will not require the Contractor to perform services that exceed the Board-approved contract

sum, scope of work, and/or contract term.

DRP filed the notice of intent to approve a contingency exceeding 10 percent of the total contract amount on January 7, 2014 in accordance with the Board Policy 5.120.

County Counsel has approved the contract as to form.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have an effect on the environment; therefore, this contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

CONTRACTING PROCESS

DRP conducted a competitive Request for Proposals (RFP) process to solicit the services. The RFP was released on October 2, 2013. Consistent with the RFP process, interested parties were required to submit a proposal demonstrating their ability to provide the services. The solicitation information was made available on the County of Los Angeles Internal Services Department and DRP websites. Forty-three consulting firms contacted DRP to request a copy of the RFP.

Three proposals were received by the October 30, 2013 deadline. These proposals were reviewed for completeness. They were then reviewed using an initial "pass/fail" process to determine whether they met minimum mandatory requirements, consistent with the Selection Process and Evaluation Criteria set forth in the RFP. All three proposals met the minimum mandatory requirements.

A five-member evaluation committee was formed to evaluate the proposals. The committee was comprised of representatives from the County of Los Angeles Department of Internal Services and DRP. The committee members objectively evaluated the proposal submitted by the following proposers:

1. Dudek
2. Sapphos Environmental
3. UltraSystems

The evaluation committee reviewed the proposals according to the selection process and evaluation criteria and took into consideration staff qualifications, project management, study methodologies, references, and interviews. Informed Averaging was used to calculate the final score for each proposal.

Dudek was the lowest-cost bid and the highest ranked proposer.

DEBRIEFING

On December 5, 2013, DRP notified the two non-recommended proposers that their firms were not recommended for contract award and offered to debrief these proposers on the proposal evaluations. One non-recommended proposer requested a debriefing. It was satisfied with the results of the debriefing and indicated to DRP that it would not continue with the protest process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees. Upon approval of this contract by the Board, DRP will be able to complete the CEQA process for the adoption of the Los Angeles County REO.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard J. Bruckner". The signature is fluid and cursive, with a large loop at the end.

RICHARD J. BRUCKNER
Director

RJB:AO:HC:ra

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DUDEK

FOR

**LOS ANGELES COUNTY RENEWABLE ENERGY ORDINANCE
PROGRAM ENVIRONMENTAL IMPACT REPORT**

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DUDEK
FOR
LOS ANGELES COUNTY RENEWABLE ENERGY ORDINANCE PROGRAM
ENVIRONMENTAL IMPACT REPORT**

This Contract and Exhibits made and entered into this 21st day of January, 2014 by and between the County of Los Angeles, hereinafter referred to as County and Dudek, hereinafter referred to as Contractor. Dudek is located at 38 North Marengo Avenue, Pasadena, CA 91101.

RECITALS

WHEREAS, COUNTY may contract with private businesses for consulting services when certain requirements are met; and

WHEREAS, CONTRACTOR is a private firm specializing in providing environmental consulting services in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, COUNTY lacks the experience and resources necessary to prepare a program environmental impact report in compliance with CEQA; and

WHEREAS, COUNTY is authorized by Government Code Section 31000 to Contract for such services, including those contemplated herein; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY for preparation of the Los Angeles County Renewable Energy Ordinance Program Environmental Impact Report and CONTRACTOR has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be fifteen (15) months commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three (3) month-to-month extensions, for a maximum total Contract term of eighteen (18) months. Each such option and extension shall be exercised at the sole discretion of the Director of Planning or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The ~~%~~Maximum Contract Sum under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The Maximum Contract Sum is \$306,757 plus fifteen percent contingency (\$46,014). Total charges shall not exceed the amounts set forth in the Proposal, as shown in Pricing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address, by mail or via electronic mail:

Hsiao-Ching Chen, Contract Manager
Los Angeles County Department of Regional Planning
320 West Temple Street, Room 1383
Los Angeles, CA 90012
Hchen@planning.lacounty.gov

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs who participate in the County's Prompt Payment Program will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Monitor

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 This Section is Intentionally Omitted

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the %Contractor Acknowledgement and Confidentiality Agreement+, Exhibit G1.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the %Contractor Non-Employee Acknowledgment and Confidentiality Agreement+, Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 The Director of Planning or his/her designee is authorized to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the Maximum Contract Sum.

For any change which significantly affects the scope of work, term, Contract Sum, or payments, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Planning.

- 8.1.3 The Director of Planning or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

To implement an extension of time beyond the Term of Contract, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and

executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the

County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (%Jury Service Program+) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a %Contractor+ as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, %Contractor+ means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. %Employee+ means any California resident who is a full-time employee of the Contractor. %Full-time+ means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its ~~%exception status+~~ from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of ~~%Contractor+~~ or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of ~~%Contractor+~~ and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or

indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the

Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed;

or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Safely Surrendered Baby Law poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not

occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of %original+versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term ~~%subcontractor+~~ and ~~%subcontractors+~~ mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for

furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (~~%County Indemnitees+~~) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the ~~%Required Insurance+~~) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration

dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Regional Planning
320 West Temple Street, Room 1383
Attention: Hsiao-Ching Chen, Contract Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the

County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)'s rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employer's Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of Planning, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of Planning, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of Planning, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of Planning, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of Planning, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of Planning, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of Planning, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure

to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a

fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Planning, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked ~~%trade secret+, %confidential+, or %proprietary+~~. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required

by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked ~~%trade secret+~~, ~~%confidential+~~, or ~~%proprietary+~~, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The

Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning
320 West Temple Street, Room 1383
Los Angeles, CA 90012
Attn: Hsiao-Ching Chen, Contract Manager

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing)

after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties

shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the

Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will

maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 THIS SECTION IS INTENTIONALLY OMITTED

9.2 THIS SECTION IS INTENTIONALLY OMITTED

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished

incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the

term of this Contract, any and all such working papers and all information contained therein.

- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable

of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 THIS SECTION IS INTENTIONALLY OMITTED

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (Dudek)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32

JAN 21 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By June Collins *June Collins 12.11.13*
Name

Vice President

Title

Dudek

June Collins

Vice President

COUNTY OF LOS ANGELES

By *Don Krattli*
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *[Signature]*



hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*

Deputy

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By *[Signature]*

Deputy County Counsel

78112

**CONTRACT EXHIBIT A
STATEMENT OF WORK**

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5.7	Materials and Equipment	10
5.8	Training	11
6.0	HOURS/DAYS OF WORK	11

1.0 INTRODUCTION

The County of Los Angeles (County) Department of Regional Planning (DRP) seeks a qualified Contractor to prepare a Program Environmental Impact Report (EIR) for the Los Angeles County Renewable Energy Ordinance (REO) in accordance with the California Environmental Quality Act (CEQA).

1.1 Land Use Policies Related to Renewable Energy

The proposed County's General Plan Update contains policies aimed at enhancing the County's capacity to sustainably accommodate renewable energy projects:

- Policy C/NR 12.1: Expand the production and use of renewable energy resources.
- Policy AQ 4.1: Encourage new development to employ sustainable energy practices, such as utilizing passive solar techniques and/or active solar technologies.

Additional policies relating to renewable energy are also proposed in certain area plans. For example, in the proposed Antelope Valley Area Plan Update:

- Policy COS 13.7: Require all utility-scale renewable energy production facilities to implement a decommissioning plan that will restore the full site to its natural state upon complete discontinuance of operations and will restore non-operational portions of the site while the remainder continues operating.
- Policy COS 13.8: Promote the use of recycled water in utility-scale renewable energy production facilities to limit impacts on the available fresh water supply.
- Policy COS 13.9: Where development of utility-scale renewable energy production facilities cannot avoid sensitive biotic communities, require open space dedication within Significant Ecological Areas as a mitigation measure.
- Policy COS 13.10: Ensure that all utility-scale renewable energy production facilities, such as solar facilities and wind facilities, do not create land use conflicts with adjacent agricultural lands or existing residential areas in the vicinity. Require buffering and appropriate development standards to minimize potential conflicts.
- Policy COS 13.11: Limit the aesthetic impacts of utility-scale renewable energy production facilities to preserve rural character.
- Policy COS 13.12: Coordinate with other jurisdictions to plan for utility-scale renewable energy production facilities in order to minimize impacts to sensitive biotic communities and existing residential areas.

To implement these plan policies related to renewable energy facilities, the County must have appropriate provisions in the Zoning Code.

1.2 Background

Due to proliferation of the renewable energy projects in recent years, the County and communities have concerns with the potential environmental impacts of these types of projects and their cumulative impacts.

Current County Code regulates all types of power generating facilities/uses including renewable energy and non-renewable projects under a single use %electric generating plant,+ which indiscriminately requires a Conditional Use Permit that is subject to lengthy CEQA review at a project level.

The Solar Rights Act (CA Civil Code 714), enacted in 1978, bars restrictions by homeowners associations (HOAs) on the installation of solar-energy systems, but originally did not specifically apply to cities, counties, municipalities or other public entities. The Act was amended in September 2003 to prohibit a public entity from receiving state grant funding or loans for solar-energy programs if the entity prohibits or places unreasonable restrictions on the installation of solar-energy systems. A public entity is required to certify that it is not placing unreasonable restrictions on the procurement of solar-energy systems when applying for state-sponsored grants and loans. The Act was amended again in September 2004 and extended its prohibition on restrictions to all public entities. Additional key changes minimize aesthetic solar restrictions to those that cost less than \$2,000 and limits building official\$ review of solar installations only to those items that relate to specific health and safety requirements of local, state and federal law.

1.3 REO Description

As mentioned above, all types of power generating facilities/uses including renewable energy resources and non-renewable projects under a single use %electric generating plant+according to the County\$ Zoning Code. An %electric generating plant+is only allowed in certain zones and requires a Conditional Use Permit with CEQA review. To facilitate responsible development of renewable energy in the Los Angeles County unincorporated areas in a manner that minimizes potential environmental impacts, the County is proposing the REO to distinguish among and to regulate a set of renewable energy facilities. A copy of the Administrative Draft of the REO is included as Exhibit A.1.

The REO will be a countywide ordinance.

1.4 Scope of Work

The Program EIR must conform to all the requirements set forth in CEQA (Public Resources Code, section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, section 15000 et seq.). The EIR must be prepared at the level of analysis necessary to support approval of the REO by the Regional Planning Commission and Board of Supervisors. All documents and work products are an iterative process and shall be produced to the satisfaction of the County.

1.4.1 Attend two Kick-off Meetings

The Contractor will attend an internal kick-off meeting with DRP staff to finalize work plan. Because this Project is funded by the California Energy Commission (CEC), the Contractor's Project Manager must attend an additional kick-off meeting with County staff and the CEC staff at the CEC's Sacramento office within two weeks of the Notice to Proceed, or as determined by the County.

Deliverables: Meeting summary

1.4.2 Issue Notice of Preparation and Notice of Scoping Meeting

The Contractor shall prepare an Initial Study to be included as part of the Notice of Preparation (NOP) and Public Scoping Meeting pursuant to CEQA requirements. All documents and revisions prepared by the Contractor shall be reviewed by the County and the final NOP must be cleared and completed to the satisfaction of the County prior to its release. The County will assist the Contractor in finalizing the distribution list. The Contractor shall also circulate the NOP to the appropriate reviewing agencies, including the State Clearinghouse.

Deliverables:

- NOP including the Initial Study
- NOP distribution list
- Mail out NOP in certified mail or any other method with confirmation of a delivery receipt
- File NOP with County Clerk
- Documentation of mailing/delivery receipts

1.4.3 Facilitate Public Scoping Meeting

The Contractor shall conduct at least one (1) and up to two (2) public scoping meetings. The Contractor shall work with the County in the development of presentation materials. The County will prepare the sign-in sheets and input forms. The Contractor will act as a meeting facilitator and shall be responsible for conducting and presenting at the scoping meeting(s). The County shall provide or make available the venue for the scoping meeting(s). The Contractor shall be responsible for recording all public comments, preparing meeting summary, and addressing comments in the EIR, as appropriate. The County shall determine the day, time, and length of the scoping meeting(s). The scoping meeting(s) may occur outside of customary business hours, such as during the weekend or evening hours.

Deliverables:

- Presentation materials

- Compile comments received at the scoping meeting(s)

1.4.4 Prepare Screencheck Draft EIR

The Contractor shall prepare a Screencheck draft EIR (Screencheck), including all technical appendices, for County review and comment. The County shall prepare the Screencheck distribution list, The Contractor is responsible for Screencheck delivery. DRP shall conduct a preliminary review of the Screencheck to ensure completion prior to circulation to other County departments and a thorough review concurrently with other County departments. All comments will be provided to the Contractor and the Contractor shall revise the Screencheck accordingly to the satisfaction of the County.

Deliverables:

- Five (5) hard copies of Screencheck including technical studies
- Ten (10) electronic copies of the Screencheck including technical studies in CDs
- Deliver Screencheck to DRP and identified County departments

1.4.5 Prepare Draft EIR (DEIR)

The Contractor shall prepare the DEIR in compliance with CEQA and to the satisfaction of the County. The Contractor will prepare the Notice of Availability (and Public Hearing), produce and /distribute the DEIR, and file the Notice of Availability (and Public Hearing) with the State Clearinghouse and County Clerk. The County will assist the Contractor in preparing the DEIR distribution list. The County will be responsible for publishing legal notices in newspapers.

Deliverables:

- Twenty (20) hard copies of DEIR
- Fifty (50) electronic copies of DEIR in CDs
- Notice of Availability (and Public Hearing)
- DEIR distribution list
- File the Notice of Availability (and Public Hearing) with the State Clearinghouse and County Clerk
- Mail out the DEIR in certified mail or other method with confirmation of delivery receipt
- Documentation of mailing/delivery receipts

1.4.6 Prepare Responses to Comments

The Contractor shall prepare written responses to both oral testimony and written comments received during the DEIR public review period and public hearings before the Hearing Examiner,

Regional Planning Commission, and Board of Supervisors. In addition to written responses completed by the Contractor, the written responses document shall include a summary list of persons, organizations, and agencies commenting on the DEIR. An administrative draft of the written responses to comments shall be submitted to the County for review, and edited to the satisfaction of the County. The final approved version of the responses to comments shall be incorporated in the Final EIR.

Deliverables:

- Electronic copies of the responses to comments
- Summary list of persons, organizations, and agencies commenting on the DEIR

1.4.7 Prepare Mitigation Monitoring and Reporting Program

The Contractor shall prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP) for the mitigation measures identified in the EIR in a format approved by the County. The Contractor shall provide a draft MMRP for County review. Draft MMRP will be edited and revised to the satisfaction of the County. The final approved version of the MMRP shall be incorporated into the Final EIR.

Deliverables: Electronic copies of the MMRP.

1.4.8 Prepare Final EIR

The Contractor shall prepare a Final EIR in compliance with CEQA and to the satisfaction of the County. The Final EIR shall include, but is not limited to, all corrections, additions, clarifications, and appendices to the DEIR, responses to oral and written comments, the final MMRP, and any other addendum materials as required by the County. The County will assist the Contractor in finalizing the Final EIR distribution list which includes applicable stakeholders. The Contractor will deliver the Final EIR and notify the State Clearinghouse.

Deliverables:

- Twenty (20) hard copies of Final EIR
- Fifty (50) electronic copies of Final EIR in CDs.
- Final EIR distribution list
- Mail out the Final EIR in certified mail or other method with confirmation of delivery receipt
- File Final EIR with the State Clearinghouse

1.4.9 Prepare CEQA Findings including Statement of Overriding Considerations (if Applicable)

The Contractor shall prepare the required CEQA Findings and a Statement of Overriding Considerations (if applicable) for action by Regional Planning Commission. The Contractor will need to revise the Findings and Statement of Overriding Considerations subsequent to the Regional Planning Commission proceeding for action by the Board of Supervisors.

Deliverables: Hard copies and electronic copies of CEQA findings and Statement of Overriding Considerations (if applicable).

1.4.10 Prepare Notice of Determination

The Contractor will prepare and file the Notice of Determination with the State Clearinghouse and County Clerk.

Deliverables:

- File Notice of Determination with the State Clearinghouse
- File Notice with County Clerk

1.4.11 Attend Public Hearings

The Contractor's Project Manager and appropriate technical specialists shall attend and participate in at least four (4) public hearings regarding the EIR: one before the Hearing Examiner, one before the Regional Planning Commission and two before the Board of Supervisors. If a decision-making body requests additional public hearings, the Contractor and appropriate technical specialists shall also attend and participate in those hearings but the costs of attending these additional public hearings will be reimbursed. Public hearings may occur outside of customary business hours, such as during the weekend or evening hours, as determined by the County. The Contractor will be responsible for preparing any presentation materials or handouts necessary for public hearings. The County will ensure printing/production of these materials/handouts.

Deliverables:

- Prepare any presentation materials or handouts necessary for public hearings

1.4.12 Project Management

Project Management shall be an ongoing task for the Contractor during the term of the Contract. The Contractor shall use standardized and proven accounting methods of tracking program progress and budget, ensuring that the schedule is maintained, the budget is adhered to, and appropriate staff is assigned.

The Contractor shall submit written progress reports monthly to allow the County to verify that satisfactory and continued progress

is made toward achieving the objectives of this project and contract and within budget. The monthly reports may be submitted at the same time as the monthly invoices. The monthly reports must be delivered to the County on time in accordance with a pre-determined schedule, and the report must meet the following requirements:

- Summarize activities performed during the reporting period;
- Identify activities planned for the next reporting period;
- Identify issues that may affect performance and expenditures; and
- Form the basis for determining whether invoices are consistent with work performed.

Deliverables: Monthly progress reports

1.5 Project Schedule

This Project is funded by a grant of the California Energy Commission and thus must be completed within eleven (11) months after award of the Contract. The County's target date to present the REO and its EIR before the Board of Supervisors for adoption is March 2015.

2.0 ADDITION AND/OR DELETION SPECIFIC TASKS, PRODUCTS, AND/OR MEETINGS

- 2.1 This scope of work may require modifications to accommodate special tasks or projects which may arise during the course of the Contract, including adding/deleting specific tasks, work products, or meetings. At any time during the Contract the Contractor may be notified in writing of desired changes by the County. Any desired changes must be mutually agreed upon, in writing, between the Contractor and the County.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Monitor for evaluation. The Quality Control Plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all reviews conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County shall evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

In addition to all meetings and public hearings identified in the SOW, the Contractor and appropriate technical specialists are required to attend monthly progress meetings, as determined by the County. These monthly progress meetings may be conducted via conference call and may coincide with the submittal of the required monthly reports (see Section 1.4.12, Project Management, of the SOW) and conducted via conference call. The time, location, and length of such meeting(s) shall be determined by the County.

4.2 Contract Discrepancy Report (Exhibit A.2)

Verbal notification of a Contract discrepancy shall be made to the Contract Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Monitor shall determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. In any case, DRP is the ultimate coordinator of this contract.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County shall administer the Contract according to the Contract, Paragraph 7.0, Administration of Contract - County. Specific duties shall include, but not limit to:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.1.4 Reviewing draft documents and attending meetings, as needed.

5.2 Furnished Items

5.2.1 Administrative Draft(s) of the REO

5.2.2 County holidays calendar

5.3 Other CEQA Noticing Requirements

The County shall publish all required notices in an adjudicated newspaper and post notice signs, as required. The County shall consult with applicable agencies pursuant to SB 18 (traditional tribal cultural places), SB 610 (water assessment), and SB 221 (water supply), as applicable.

CONTRACTOR

5.4 Licenses, Permits, Registrations and Certificates

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates and insurance required by law, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

5.5 Project Manager

5.5.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during regular business hours. Contractor shall provide a telephone number where the Project Manager may be reached.

5.5.2 Project Manager/alternate shall act as a central point of contact with the County.

5.5.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.6 Personnel

5.6.1 Contractor shall assign a sufficient number of employees to perform the required work.

6.6.2 Contractor shall be required to background check their employees as set forth in Sub-paragraph 7.4, Background & Security Investigations, of the Contract.

5.7 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.8 Training

5.8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.0 HOURS/DAY OF WORK

The Contractor's Project Manager shall be available during the DRP's regular business hours of Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m. to respond to County inquiries within two (2) business days. The County may require flexible, non-traditional hours for tasks identified in this Statement of Work. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County and approved by the County. Contractor is not required to provide services on County-recognized holidays. The County shall provide a list of County holidays to Contractor at the time the Contract is approved and at the beginning of each calendar year.

**EXHIBIT A.1: ADMINISTRATIVE DRAFT OF THE LOS ANGELES COUNTY
RENEWABLE ENERGY ORDINANCE**

ORDINANCE NO. _____

An ordinance amending Title 22 . Planning and Zoning . of the Los Angeles County Code related to the establishment of regulations for small-scale renewable energy systems, utility-scale renewable energy facilities, and temporary meteorological towers.

SECTION 1. Section 22.08.040, Definitions (D), is hereby amended to add a definition to read as follows:

-- %~~D~~ecommissioning+ means the removal of a utility-scale renewable energy facility from service, which includes safe storage, dismantling, disposal, recycling, and site restoration.

SECTION 2. Section 22.08.070, Definitions (G), is hereby amended to add a definition to read as follows:

-- %~~G~~uy wires+ means wires or cables used to support a wind tower as defined by Section 22.08.230 or other structures that require the use of such wires or cables for support.

SECTION 3. Section 22.08.190, Definitions (S), is hereby amended to add definitions to read as follows:

-- %~~S~~mall-scale solar energy system+ means a system where solar resources are used to generate energy primarily for on-site use. Such system may be affixed to either the ground or to a structure other than the system's mechanical support structure, such as a building or carport. Such system shall provide no more than 125% of the on-site energy demand. Any energy generated by a solar energy system that exceeds the on-site energy demand may be used off-site.

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-- %Small-scale wind energy system+ means a system where wind resources are used to generate energy primarily for on-site use. Such system may be affixed to either the ground or to a structure other than the system's mechanical support structure, such as a building or carport. Such system shall have a rated capacity of 50 kilowatts or fewer. Any energy generated by a wind energy system that exceeds the on-site energy demand may be used off-site.

-- %Solar array+ means the mechanically integrated assembly of modules or panels with a support structure and foundation, tracker, and other components, as required to form a direct-current, power-producing unit as defined by the California Energy Commission.

SECTION 4. Section 22.08.210, Definitions (U), is hereby amended to add definitions to read as follows:

-- Utility-scale renewable energy facility, ground-mounted. %Ground-mounted utility-scale renewable energy facility+ means a facility affixed to the ground where renewable resources are used to generate energy primarily for off-site use. This definition includes all equipment and accessory structures related to the facility, including but not limited to solar collector arrays, wind turbines, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, and other accessory structures.

-- Utility-scale renewable energy facility, structure-mounted. %Structure-mounted utility-scale renewable energy facility+ means a facility affixed to a structure that is separate from the facility's mechanical support structure, such as a building or carport, where renewable resources are used to generate energy primarily for off-site

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use. This definition includes all equipment and accessory structures related to the facility, including but not limited to solar collector arrays, wind turbines, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, and other accessory structures.

SECTION 5. Section 22.08.230, Definitions (W), is hereby amended to add a definition to read as follows:

-- ~~%~~Wind tower+ means the vertical component of a small-scale wind energy system, a utility-scale renewable energy facility utilizing wind resources, or a temporary meteorological tower that elevates the wind turbine generator and attached blades above the ground, or the vertical component of a temporary meteorological tower that elevates the wind measuring devices above the ground.

SECTION 6. Part 15 of Chapter 22.52 is hereby repealed in its entirety.

SECTION 7. Part 15 of Chapter 22.52 is hereby added to read as follows:

PART 15

RENEWABLE ENERGY

SECTIONS:

- 22.52.1600 Purpose.
- 22.52.1610 Applicability.
- 22.52.1620 Permit Requirements.
- 22.52.1630 Standards for Small-Scale Solar Energy Systems.
- 22.52.1640 Standards for Temporary Meteorological Towers.
- 22.52.1650 Standards for Small-Scale Wind Energy Systems.
- 22.52.1660 Standards for Ground-Mounted Utility-Scale Renewable Energy Facilities.
- 22.52.1670 Standards for Structure-Mounted Utility-Scale Renewable Energy Facilities.
- 22.52.1680 Modifications.

22.52.1600 Purpose.

This Part 15 establishes regulations and permit requirements that support and facilitate the responsible development of small-scale renewable energy systems, utility-scale renewable energy facilities, and temporary meteorological towers in a manner that minimizes potential safety and environmental impacts.

22.52.1610 Applicability.

A. The provisions of this Part 15 shall apply to the development of any privately-owned small-scale renewable energy system, utility-scale renewable energy facility, or temporary meteorological tower on private property.

B. Exemption. The provisions of this Part 15 shall not apply to any small-scale renewable energy system, utility-scale renewable energy facility, or temporary meteorological tower approved prior to the effective date of the ordinance establishing this Part 15.

C. Subsequent application. The provisions of this Part 15 shall apply to:

1. Any subsequent application that would increase the physical size, height, or footprint of the previously approved small-scale renewable energy system, utility-scale renewable energy facility, or temporary meteorological tower; and

2. Any subsequent application that would change the type of equipment used by the previously approved small-scale renewable energy system, utility-scale renewable energy facility, or temporary meteorological tower, except for substantially compliant replacement of equipment.

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22.52.1620 Permit Requirements.

TABLE 22.52.1620-A: RENEWABLE ENERGY PERMIT REQUIREMENTS*						
<p style="text-align: right;"><i>Permit Required By Zone</i> <i>SPR = Site Plan Review</i> <i>MCUP = Minor Conditional Use Permit</i> <i>CUP = Conditional Use Permit</i> <i>N/A = Not Applicable</i></p>						
	A-1	A-2, A-2-H	OS, W	R-A, R-1, R-2, R-3, R-4, R-5, MXD, MXD-RU	C-H, C-1, C-2 C-3, C-M, C-R, R-R, C-RU	M-1, M-1.5, M-2, M-2.5, M-3
Small-Scale Renewable Energy System						
Small-Scale Solar Energy System	SPR	SPR	SPR	SPR	SPR	SPR
Small-Scale Wind Energy System	MCUP	MCUP	N/A	MCUP	MCUP	MCUP
Utility-Scale Renewable Energy Facility						
Utility-Scale Renewable Energy Facility, Ground-mounted	N/A	CUP	N/A	N/A	CUP	CUP
Utility-Scale Renewable Energy Facility, Structure-mounted	SPR	SPR	N/A	SPR	SPR	SPR
Temporary Meteorological Tower	SPR	SPR	N/A	SPR	SPR	SPR
* Permit requirements in the coastal zone are subject to the applicable local coastal program.						

A. Aviation Review. If a minor conditional use permit or conditional use permit is required pursuant to Table 22.52.1620-A above:

1. If the proposed project is located within the Military Installations and Operations Areas (MIOAs) as identified by the General Plan, aviation-related agencies shall review the proposed project for any potential impacts to ensure the safety of residents and continued viability of military training and testing operations. At least 60 days prior to the decision by the Reviewing Authority (Director, Hearing Officer, or Regional Planning Commission), the Department of Regional Planning shall distribute copies of the proposed site plan, elevation plan, and location map to the aviation-related

agencies and shall request comments. Aviation-related agencies include but are not limited to the California Department of Transportation Division of Aeronautics, the Department of Public Works . Aviation Division, the federal Aviation Administration (FAA), the County Forester and Fire Warden, the County Sheriff, Edwards Air Force Base, the United States Navy, Air Force Plant, and U.S. Forest Service. The review shall consider the following:

- a. Uses that produce electromagnetic and frequency spectrum interference, which could impact military operations;
- b. Uses that release into the air any substances which may impair visibility such as steam, dust, or smoke;
- c. Uses that produce light emissions which could interfere with pilot vision or be mistaken for airfield lighting such as glare or distracting lights; and
- d. Uses that physically obstruct any portion of the MIOA due to relative height above ground level.

2. Any comments received within 30 days of distribution of the proposed site plan, elevation plan, and location map to the aviation-related agencies shall be considered by the Department of Regional Planning and provided to the Reviewing Authority (Director, Hearing Officer, or Regional Planning Commission).

B. Findings. The Reviewing Authority (Director, Hearing Officer, or Regional Planning Commission) shall not approve a minor conditional use permit or conditional use permit unless the applicant substantiates the following findings:

1. All findings required by Part 1 of Chapter 22.56 (Conditional Use Permits);

2. All findings required by Part 27 of Chapter 22.52 (Significant Ecological Areas) if applicable; and

3. If the requested use penetrates the lower floor elevation of any MIOA, the military operator of the MIOA has determined that the requested use is not detrimental to the function of the MIOA and would not pose a health or safety hazard to the public and military personnel.

22.52.1630 Standards for Small-Scale Solar Energy Systems.

A. Conformance with state requirements. A small-scale solar energy system shall be in conformance with the California Solar Rights Act (California Civil Code Section 714 et seq.).

B. Structure-mounted. The combined height of a structure and structure-mounted small-scale solar energy system may exceed the height limit of the zone by no more than five feet.

C. Setbacks. A small-scale solar energy system shall meet all of the setback requirements of the zone.

22.52.1640 Standards for Temporary Meteorological Towers.

A. Aviation safety. A safety light that meets FAA standards shall be required for any wind tower that exceeds an overall tower height of 200 feet. A safety light may be required on shorter wind towers when deemed necessary by any of the aviation-related agencies or the Department of Regional Planning. No other lights shall be placed on the wind tower.

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B. Climbing apparatus. All climbing apparatus shall be located at least 12 feet above the finished grade and any wind tower shall be designed to prevent climbing within the first 12 feet of wind tower height.

C. Colors. The colors used in the construction materials or finished surface shall be muted and visually compatible with surrounding development or environment.

D. Location. The minimum distance and safe clearances for a wind tower shall be as depicted in Table 22.52.1640-A . Setback Requirements for Temporary Meteorological Towers and Small-Scale Wind Energy Systems, below. The required distance shall also comply with any applicable fire setback requirements pursuant to California Public Resources Code Section 4290.

TABLE 22.52.1640-A – SETBACK REQUIREMENTS FOR TEMPORARY METEOROLOGICAL TOWERS AND SMALL-SCALE WIND ENERGY SYSTEMS	
Setback from	Minimum Distance
On-site Residence or Habitable Structure	1.5 x system height
Public Road, Highway, or Railway	1.5 x system height
Above Ground Transmission Line, Public Access Easement, or Public Trail	1.25 x system height
Property Line	1.25 x system height
Buildings Other Than a Residential Structure	1 x system height
Trees	As required by the Fire Department
Scenic Drives and Scenic Routes as identified in the General Plan or in an applicable Area or Community Plan	1,000 feet

E. Maintenance. All equipment and facilities shall be maintained in an operational condition that poses no potential safety hazards. Maintenance shall include,

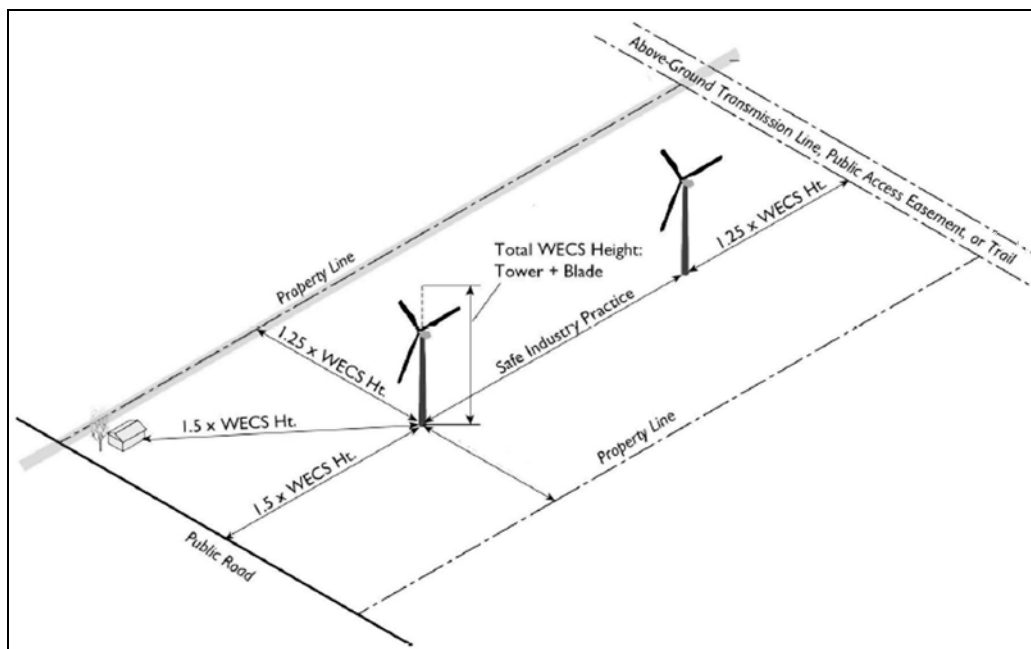
but not be limited to, painting, regularly scheduled cleaning, mechanical/electrical repairs, structural repairs, and security measures.

F. Maximum number and separation.

1. More than one wind tower may be located on the same property if all of the location requirements and standards of this Part 15 can be met for each facility. A maximum of two wind towers are permitted per each five gross acres of land; and

2. Wind towers must be separated from each other by the safe industry practice depicted in Figure 22.52.1640-A - Separation Standards for Temporary Meteorological Towers and Small-Scale Wind Energy Systems, below.

**FIGURE 22.52.1640-A – SEPARATION STANDARDS
FOR TEMPORARY METEOROLOGICAL TOWERS AND SMALL-SCALE
WIND ENERGY SYSTEMS**

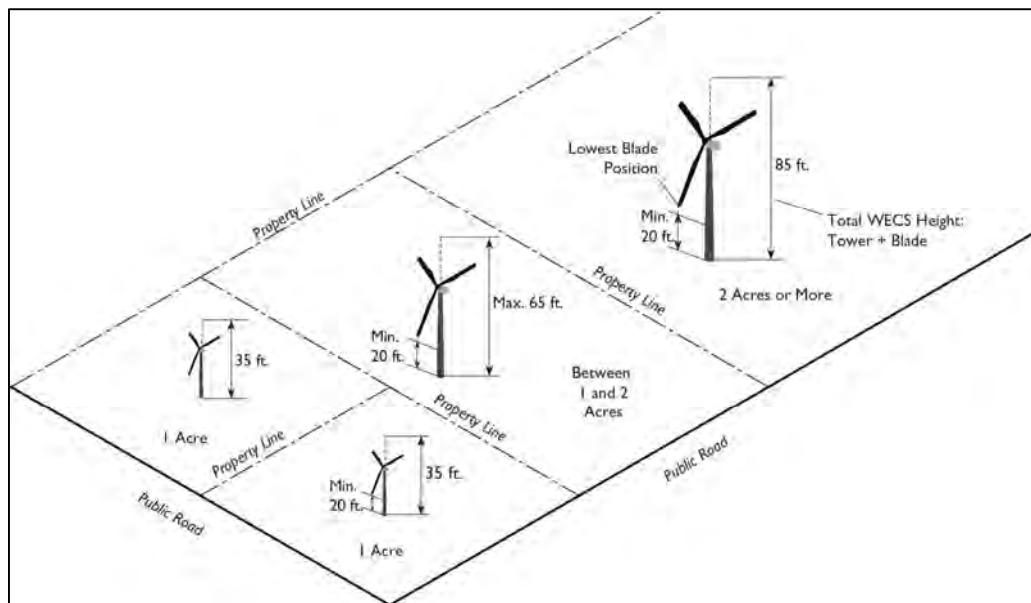


G. Maximum wind tower height. The maximum wind tower height shall not exceed the following height limits as depicted in Figure 22.52.1640-B - Height

Standards for Temporary Meteorological Towers and Small-Scale Wind Energy Systems, below :

1. 35 feet above finished grade for lots of less than one gross acre in size;
2. 65 feet above finished grade for lots from one gross acre to less than two gross acres in size; and
3. 85 feet above finished grade for lots two gross acres or greater in size.

FIGURE 22.52.1640-B – HEIGHT STANDARDS FOR TEMPORARY METEOROLOGICAL TOWERS AND SMALL-SCALE WIND ENERGY SYSTEMS



H. Structure-mounted. The combined height of a structure and structure-mounted wind tower may exceed the height limit of the zone by no more than five feet.

I. Signs. One sign, limited to 18 inches in length and 12 inches in height, shall be posted at the base of the wind tower. The sign shall include a note of no

trespassing, a warning of high voltage, and the phone number of the property owner to call in the event of an emergency.

22.52.1650 Standards for Small-Scale Wind Energy Systems. The following standards shall apply in addition to all standards required by Section 22.52.1640:

A. Automatic overspeed controls. A small-scale wind energy system shall be equipped with manual and automatic overspeed controls to limit the blade rotation speed to within the design limits of such system.

B. Blade clearance. No portion of a blade shall extend within 20 feet of the finished grade.

C. Guy wires.

1. Safety wires shall be installed on the turnbuckles on guy wires for a small-scale wind energy system. Anchor points for any guy wires for a small-scale wind energy system shall be located within the property that the small-scale wind energy system is located on and not on, or across any, above-ground electric transmission or distribution lines; and

2. The point of attachment on the ground for the guy wires shall be enclosed by a fence six feet high.

D. Noise. Noise from a small-scale wind energy system shall not exceed 60 dBA SEL (single event noise level), as measured at the closest neighboring inhabited dwelling, except during short-term events such as utility outages and severe windstorms.

E. Visual impact.

1. The top of a small-scale wind energy system shall be located at least 50 vertical feet and 50 horizontal feet from a significant ridgeline identified in the General Plan, in an applicable area or community plan, or in an applicable community standards district;

2. Any small-scale wind energy system that is placed within the viewshed of a Scenic Drive or Scenic Route identified in the General Plan or in an applicable area or community plan shall be assessed for its visual impacts, and appropriate conditions shall be applied relating to siting, buffers, and design of the system; and

3. Within the coastal zone, the placement of any small-scale wind energy system shall not obstruct public views of the ocean from a scenic element (i.e., significant ridgeline, scenic route, scenic area, scenic viewpoint) identified in the applicable local coastal program, unless specific provisions for such siting are provided for in the applicable local coastal program and coastal development permit or long-range development plan.

22.52.1660 Standards for Ground-Mounted Utility-Scale Renewable Energy Facilities.

A. Access roads. All temporary and permanent ingress and egress points to the facility shall be designed and sited to the satisfaction of the Director of Public Works and the Fire Department, shall consider adequate spacing from intersections, and shall maintain adequate sight distances.

B. Aviation safety.

1. A utility-scale renewable energy facility shall not be located within the Runway Protection Zone of any airport, as depicted in the County's airport land use plans.

2. A utility-scale renewable energy facility shall not penetrate the imaginary surfaces (primary, approach, transitional, horizontal, and conical surfaces) defined by the FAA Federal Aviation Regulations Part 77 to protect the use of navigable airspace.

3. A safety light that meets FAA standards shall be required for all wind towers that exceed a height of 200 feet. A safety light may be required on shorter wind towers when deemed necessary by any of the aviation-related agencies. No other lights shall be placed on such wind towers.

C. Fencing.

1. Non-opaque fences may be permitted.

2. Fencing up to eight feet in height may be permitted, regardless of any other fencing standards. Such fences shall not be located within 15 feet of a public right-of-way but can be located within the required setback area.

3. Fencing type, height and placement shall provide for the minimum corner sight distance to the satisfaction of the Department of Public Works.

4. Existing drought-tolerant native or non-native vegetation approved by the staff biologist shall be retained or new such vegetation placed along fencing, between fencing and any public right-of-way, at least 10 feet in depth, unless

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determined infeasible or inappropriate by the Reviewing Authority (Hearing Officer or Regional Planning Commission).

D. Lighting. Night-lighting, limited to that required for safety and security, shall be shielded and directed downward to avoid light trespass and shall consist of:

1. Motion sensors for entry-lighting to the on-site equipment structures and buildings; and

2. Light-sensor or motion-sensor lighting for the main facility access gate and operations and maintenance building doorways and parking areas of projects with operation and maintenance buildings.

E. Setbacks. Setbacks from the perimeter of the property line shall be:

1. 30 feet in agricultural zones; or

2. As provided in the base zone for all non-agricultural zones.

F. Signs. One ground-mounted or pole-mounted project identification sign may be located at each temporary and permanent ingress and egress point. Signs shall include owner information and emergency contact. No other signs shall be installed other than safety, directional, and required warning signs as outlined in Part 10 of Section 22.52.

G. Site disruption.

1. To ensure dust control and minimal soil erosion, removal of existing vegetation shall be minimized to the greatest extent possible. When necessary to reduce the existing vegetation, seek options to trim rather than remove the vegetation in its entirety. Methods to maintain the vegetation root system shall be used.

2. The project shall be designed to minimize erosion, sedimentation, or other impacts to the natural hydrology and drainage patterns of the site. Existing topography and watercourses shall be retained or restored to pre-existing conditions following construction and during operations except for drainage features specifically designed to mitigate drainage impacts. All projects must submit a drainage plan that complies with all requirements to the satisfaction of the Department of Public Works showing the extent of drainage impacts and comply with the most recent County standards for addressing drainage impacts.

3. The project shall be designed to minimize grading and amount of ground disturbance in order to control fugitive dust and preserve the natural topography. All projects must show the extent of grading and ground disturbance on all plans and comply with all applicable standards for addressing grading and ground disturbance impacts.

4. Fugitive dust emission shall be controlled by phased earthwork, site watering, clean gravel, composted wood chips not to exceed a depth of six inches where applicable, application of non-toxic soil stabilizers, limiting public access on unpaved areas, posting private roadways with reduced speeds, and/or re-vegetation. Use of other suitable fugitive dust mitigation measures may be implemented to control dust during construction, operations, and removal and restoration activities.

H. Transmission lines. On-site and off-site transmission lines shall be placed underground to the satisfaction of the Department of Public Works and the Department of Regional Planning, except where above-ground right-of-way crossings are required. Disturbed areas shall be stabilized as required in Section 22.52.1660.G.

I. Visual impact.

1. Any utility-scale renewable energy facility that is placed within the viewshed of a Scenic Drive identified in the General Plan or in an applicable Area Plan or Community Plan shall be analyzed for its visual impacts, and appropriate conditions relating to siting, buffering, height, and design of the facility may be imposed to minimize significant effects on the viewshed; and

2. Within the Coastal Zone, the placement of any utility-scale renewable energy facility shall not obstruct public views of the ocean from a scenic element (i.e., significant ridgeline, scenic route, scenic area, scenic viewpoint) identified in the applicable local coastal plan unless specific provisions for such siting are provided for in the applicable local coastal plan and coastal development permit or long-range development plan.

J. Water quality protection. Measures to protect groundwater and surface water from waste discharge shall be incorporated into the project design, as appropriate, and shall meet the requirements of the Regional Water Quality Control Board.

K. Blade clearance. No portion of a utility-scale renewable energy facility blade utilizing wind resources shall extend within 30 feet from the finished grade.

L. Impacts to birds and bats. All utility-scale renewable energy facilities utilizing wind resources shall be designed, constructed, and operated pursuant to the *California Guidelines for Reducing Impacts to Birds and Bats from Wind Energy Development* published by the California Energy Commission and conditions of

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approval may be imposed by the Regional Planning Commission, consistent with these guidelines, to reduce significant impacts to birds and bats.

M. Location. The minimum distance and safe clearances for a utility-scale renewable energy facility utilizing wind resources shall be as depicted in Table 22.52.1660-A . Setback Requirements for Ground-Mounted Utility-Scale Renewable Energy Facility Using Wind Resources. The required distance shall also comply with any applicable fire setback requirements pursuant to the California Public Resources Code Section 4290.

TABLE 22.52.1660-A – SETBACK REQUIREMENTS FOR GROUND-MOUNTED UTILITY-SCALE RENEWABLE ENERGY FACILITY USING WIND RESOURCES	
Setback from	Minimum Distance
On-site Resident or Habitable Structure	2 x facility height
Public Road, Highway, or Railway	2 x facility height
Above Ground Transmission Line, Public Access Easement, or Public Trail	2 x facility height
Property Line	2 x facility height
Buildings Other Than a Residential Structure	1 x facility height
Trees	As required by the Fire Department
Scenic Drives and Scenic Routes as identified in the General Plan or in an applicable area or community plan	2 x facility height

N. Maximum height. Wind tower height shall not exceed 500 feet. A wind tower greater than 500 feet in height requires approval of a variance pursuant to Part 2 of Chapter 22.56.

O. Decommissioning. In the event that any portion of a utility-scale renewable energy facility is not in operational condition for a consecutive period of six months, ceased operation, or the permit for the use has expired, operations for that use shall be

deemed to have been discontinued. The Department of Regional Planning shall send written notice to the permittee advising of the discontinued use and require that the use be removed from the site within the time period specified below:

1. Within six months after the written notice of discontinued use is sent to the permittee, decommissioning of the use shall commence according to the decommissioning plan.

2. Within the six month period specified by subsection 1 above, the permittee may provide the Department of Regional Planning with a written request and justification for an extension of up to six months to resume operations of the system, facility, or portions thereof. The Director of the Department of Regional Planning may approve one six month extension.

22.52.1670 Standards for Structure-Mounted Utility-Scale Renewable Energy Facilities.

A. Height. A structure-mounted utility-scale renewable energy facility may:

1. Exceed the height limit of the zone by no more than five feet if it is placed on a building that is built to the maximum height limit in a residential or agricultural zone; or

2. Exceed the height limit of the zone by no more than 10 feet if it is placed on a building that is built to the maximum height limit in a commercial or manufacturing zone.

B. Setbacks. Setbacks from the perimeter of the roof shall be:

1. Three feet on residential buildings; or
2. Four feet on non-residential buildings.

C. Accessory structures. Accessory structures constructed for the purposes of operating and maintaining the utility-scale renewable energy facility must meet the development standards of the zone.

22.52.1680 Modifications

A. Where a site plan review is required pursuant to Section 22.52.1620, a conditional use permit in compliance with Part 1 of Chapter 22.56, is required for the modification of any applicable standards in this Part 15. The applicant for such conditional use permit shall substantiate the following findings in addition to those required by Section 22.52.1620.B:

1. Due to topographic or physical features of the site, strict compliance with all of the required standards would substantially and unreasonably interfere with the establishment of the proposed project on the subject property; and

2. The requested modifications would not be contrary to the intent and purpose of this Part 15.

B. Where a minor conditional use permit or conditional use permit is required pursuant to Section 22.52.1620, modification of any applicable standards in this Part 15 may be requested as part of the minor conditional use permit and conditional use permit. The applicant for such minor conditional use permit or conditional use permit shall substantiate the findings provided in subsection A above in addition to those required by Section 22.52.1620.B.

EXHIBIT A.2: CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of County Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
--	--

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____ Signature of Contractor Representative	_____ Date
---	---------------

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

 Signature of Contractor Representative

 Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

CONTRACT EXHIBIT B
PRICING SCHEDULE

COST PROPOSAL

Employee	Eric Wilson, Principal in Charge; Ruta Thomas, QA/QC	David Deckman, Air Quality Principal	Carey Fernandes, Senior Project Manager II	Asha Bleier, Deputy Project Manager	Rachel Struglia, Senior CEQA Analyst	Micah Hale, Senior Archaeologist	Mike Greene, Planner VI/Acoustician; Trey Driscoll, Senior Engineer	Brian Grover, Planner V; Dylan Duverge, Hydrogeologist II	Heather Martinelli, Emily Lyons, Jennifer Pace, Planner III/Hydrologist IV	Becky Golden-Harrell, Technical Editor III	Joshua Dunn, Archaeologist I; Hydrologist	Nicholas Hanten, Archaeological Technician I	Andrew Greis, GIS Analyst II	Lindsey Messner, Publications Assistant II	Clerical Assistant	Principal Engineer	Senior Planner	Associate Planner	Assistant Planner	Total Hrs.	ODCs	Total
Tasks	\$225	\$225	\$210	\$160	\$225	\$200	\$180	\$160	\$140	\$140	\$110	\$70	\$130	\$90	\$80	\$225	\$190	\$128	\$92			
Task 1: Attend 2 Kickoff Meetings/ Project Start up	8		12	16									8							44		\$7,920
Task 2: Issue NOP and Scoping Meeting	2	0	12	20	0	0	0	0	30	12	0	0	16	4	4	0	0	0	0	100	\$7,000	\$21,810
Task 3: Facilitate Public Scoping Meeting			8	12					24											44		\$6,960
Task 4: Prepare Screencheck Draft EIR	8	24	40	64	0	0	0	40	100	4	0	0	0	2	0	0	0	0	0	282		\$46,980
Executive Summary, Introduction, Setting	4		12	32					40	4										92		\$14,700
Project Description	4		8	12					16											40		\$6,740
Evaluation of Potentially Significant Environmental Effects	4		8	18	6	2	2	20	86	16	24	16	24	12	8					246		\$33,650
Alternatives	2		8	2	6				40											58		\$9,400
Traffic Impact Analysis																13	70	66	152	301	\$1,000	\$39,657
Other CEQA Mandated EIR Sections			4	8				24	30	16										82		\$12,400
Task 5: Draft EIR	4		6	12		24			10	16			28	16	30					146	\$4,000	\$24,000
Task 6: Prepare Responses to Comments	4		16	16	16	1		24	40	16			4	28	16					181	\$5,500	\$32,120
Task 7: Prepare MMRP	2		4	8				8						8								\$4,570
Task 8 Prepare CEQA Findings	2		4	2	16					4				16								\$7,210
Task 9: Prepare Notice of Determination			4							4												\$1,400
Task 10: Attend Public Hearings	8		24																			\$6,840
Task 11: Project Management	8		60	100																168		\$30,400
Total Hours	60	24	230	322	44	27	2	116	416	92	24	16	80	86	58	13	70	66	152	1,784	n/a	n/a
Total Labor and Direct Costs	\$13,500	\$5,400	\$48,300	\$51,520	\$9,900	\$5,400	\$360	\$18,560	\$58,240	\$12,880	\$2,640	\$1,120	\$10,400	\$7,740	\$4,640	\$2,925	\$13,300	\$8,448	\$13,984	n/a	\$17,500	\$306,757

**CONTRACT EXHIBIT C
CONTRACTOR'S PROPOSED SCHEDULE**

TASK

SCHEDULE

Notice to Proceed	January 2014
Attend Two Kick Off Meetings/Project Start-Up	January 2014
Notice of Preparation	February 2014 . March 2014
Scoping Meeting	Early March 2014
Prepare Screencheck Draft EIR	February 2014 . May 2014
Prepare Draft EIR (incorporate staff comments)	June 2014
Public Review for Draft EIR	July 2014 . August 2014
Prepare Responses to Comments	September 2014 . October 2014
Prepare Final EIR, MMRP, Findings, NOD	October 2014
Public Hearings	Nov 2014 . Dec 2014

**CONTRACT EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION**

Dudek

Contractor Name

38 North Marengo Avenue, Pasadena, CA 91101

Address

95-3873865

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

**Dudek
June Collins
Vice President**

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONTRACT EXHIBIT E
COUNTY'S ADMINISTRATION**

COUNTY PROJECT DIRECTOR:

Name: Mr. Mark Child
Title: Acting Deputy Director
Address: 320 W. Temple Street, 13th Floor
Los Angeles, CA 90012
Telephone: (213) 974-6457 Facsimile: (213) 974-6384
E-Mail Address: mchild@planning.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Susan Tae
Title: Supervising Regional Planner
Address: 320 W. Temple Street, 13th Floor
Los Angeles, CA 90012
Telephone: (213) 974-6476 Facsimile: (213) 974-6384
E-Mail Address: stae@planning.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Ms. Hsiao-Ching Chen
Title: Contract Manager
Address: 320 W. Temple Street, Room 1383
Los Angeles, CA 90012
Telephone: (213) 974-6559 Facsimile: (213) 974-6384
E-Mail Address: hchen@planning.lacounty.gov

**CONTRACT EXHIBIT F
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: Dudek

CONTRACTOR'S PROJECT MANAGER:

Name: Carey Fernandes
Title: Sr. Project Manager
Address: 38 N. Marengo
Pasadena, CA 91101
Telephone: 760-479-4299
Facsimile: 760-632-0132
E-Mail Address: cfernandes@dudek.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jane Collins
Title: Vice President
Address: 605 Third St.
Encinitas, CA
Telephone: 760-942-5147
Facsimile: 760-632-0132
E-Mail Address: jcollins@dudek.com

Name: Frank Dudek
Title: President
Address: 605 Third St.
Encinitas, CA 92024
Telephone: 760-942-5147
Facsimile: 760-632-0132
E-Mail Address: fdudek@dudek.com

Notices to Contractor shall be sent to the following:

Name: Carey Fernandes
Title: Sr. Project Manager
Address: 38 N. Marengo
Pasadena, CA 91101
Telephone: 760-479-4299
Facsimile: 760-632-0132
E-Mail Address: cfernandes@dudek.com

CONTRACT EXHIBIT G1
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Dudek Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 12 / 11 / 13

PRINTED NAME: Dudek

POSITION: June Collins

Vice President

CONTRACT EXHIBIT G2
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Dudek Contract No. _____

Non-Employee Name KOA Corporation

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: 12 / 16 / 13

PRINTED NAME: _____

POSITION: _____

**CONTRACT EXHIBIT H
JURY SERVICE ORDINANCE**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CONTRACT EXHIBIT I
SAFELY SURRENDERED BABY LAW

Safely Surrendered



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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

